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14 Attorneys for Plaintiffs
15 VERNON A. THOMPSON, JR.,
and FLORIA M. GRIFFIN

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA

19 VERNON A. THOMPSON, JR., AND
20 FLORIA M. GRIFFIN,

21 Plaintiffs,

22 v.

23 JANSSEN PHARMACEUTICALS,
INC. ALSO KNOWN AS ORTHO-
24 MCNEIL-JANSSEN
PHARMACEUTICALS, INC.;
25 JANSSEN PHARMACEUTICAL,
INC.; JANSSEN LP; JOHNSON &
26 JOHNSON, INC.; AND "JOHN
DOES" 1-5 (SAID NAMES BEING
27 FICTITIOUS, AS THE TRUE
NAMES ARE PRESENTLY
28 UNKNOWN), IN THEIR

Case No. 2:16-CV-02628-PSG
(AGRx)

**STIPULATED PROTECTIVE
ORDER**

1 INDIVIDUAL AND OFFICIAL
2 CAPACITIES,

3 Defendants.

4
5 **WHEREAS** the Parties stipulate and agree that a Protective Order is
6 necessary for the production of certain documents in this case;

7 **WHEREAS** numerous personal injury cases relating to Risperdal® filed
8 against Defendants Janssen Pharmaceuticals, Inc. and Johnson & Johnson
9 throughout the State of California have been coordinated before Hon. William F.
10 Highberger in Los Angeles County Superior Court, known as *Risperdal® and*
11 *Invega® Product Liability Cases*, JCCP No. 4775;

12 **WHEREAS** a Protective Order in the JCCP No. 4775 coordinated action has
13 been entered by the coordination judge titled “CMO No. 3 Stipulation and
14 Protective Order” (hereinafter “JCCP Protective Order”); and

15 **WHEREAS**, in order to expedite the flow of discovery material, facilitate
16 the prompt resolution of disputes over confidentiality, adequately protect material
17 entitled to be kept confidential, and ensure that protection is afforded to material so
18 entitled, the Parties agree that adopting the JCCP Protective Order is appropriate
19 pursuant to Federal Rule of Civil Procedure 26(c), and will promote efficiency and
20 consistency in the production of documents.

21 **IT IS HEREBY STIPULATED** by and between Plaintiffs Vernon A.
22 Thompson and Floria M. Griffin and Defendants Janssen Pharmaceuticals, Inc.
23 (erroneously named in the complaint as “Janssen Pharmaceuticals, Inc. also known
24 as ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC.,” erroneously also
25 named in the complaint as “JANSSEN PHARMACEUTICAL, INC.,” and
26 incorrectly designated as “JANSSEN LP”¹), and Johnson & Johnson (erroneously

27
28 ¹ Effective December 31, 2007, as a result of reorganization, Janssen, L.P.
(incorrectly named in the complaint as Janssen LP) was cancelled. On June 22,

1 named in the complaint as “JOHNSON & JOHNSON, INC.”) (collectively, the
2 “Parties”), by and through their respective counsel of record, that the Parties adopt
3 the substance of the JCCP Protective Order, and stipulate as follows:

4 1. In this Stipulation and Protective Order (“Stipulated Protective Order”),
5 the words set forth below shall have the following meanings:

6 a. “Proceeding” means the above-entitled proceeding (Case No.
7 2:16-CV-02628-PSG-AGR).

8 b. “Court” means the Hon. Philip S. Gutierrez, or any other judge
9 to which this Proceeding may be assigned, including Court staff participating in
10 such proceeding.

11 c. “Confidential” means any information which is in the
12 possession of a Designating Party that believes in good faith that such information
13 is entitled to confidential treatment under Federal Rule of Civil Procedure 26(c) and
14 applicable law.

15 d. “Confidential Materials” means any Documents, Testimony or
16 Information as defined below and designated as “Confidential.”

17 e. “Designating Party” means the Party that designates materials as
18 “Confidential.”

19 f. “Disclose,” “Disclosed” or “Disclosure” means to reveal,
20 divulge, give, or make available Confidential Materials, or any part thereof, or any
21 information contained therein.

22 g. “Documents” means (i) any “writing,” “original,” and “duplicate”
23 as those terms are defined by Rule 1001 of the Federal Rules of Evidence, which
24 have been produced or provided in discovery in this Proceeding by any person, and
25 (ii) any copies, reproductions, or summaries of all or any part of the foregoing.

26
27 2011, Ortho-McNeil-Janssen Pharmaceuticals, Inc. changed its name to Janssen
28 Pharmaceuticals, Inc.

1 Documents shall be construed in the broadest sense of the word to include
2 electronically stored information or tangible things, medical records, responses to
3 discovery requests, deposition testimony or transcripts, and other materials.

4 h. “Information” means the content of Documents or Testimony.

5 i. “Testimony” means all depositions, declarations or other
6 testimony taken or used in this Proceeding.

7 2. The Designating Party shall have the right to designate as
8 “Confidential” any Documents, Testimony or Information that the Designating
9 Party in good faith believes to contain non-public information that is entitled to
10 confidential treatment under Federal Rule of Civil Procedure 26(c) and applicable
11 law. Information that the Designating Party deems highly sensitive because it
12 constitutes trade secrets may be redacted from documents produced in discovery
13 provided that the Designating Party maintains a full and complete copy of each
14 such document (without such redactions).

15 3. The entry of this Stipulation and Protective Order does not alter, waive,
16 modify, or abridge any right, privilege or protection otherwise available to any
17 Party with respect to the discovery of matters, including but not limited to any
18 Party’s right to assert the attorney-client privilege, the attorney work product
19 doctrine, or other privileges, or any Party’s right to contest any such assertion.

20 4. Any Documents, Testimony, or Information to be designated as
21 “Confidential” must be clearly so designated before the Document, Testimony or
22 Information is Disclosed or produced. The “Confidential” designation should not
23 obscure or interfere with the legibility of the designated Documents, Testimony or
24 Information.

25 a. For Documents (apart from transcripts of depositions or other
26 pretrial or trial proceedings), to the extent reasonably feasible, the Designating
27 Party must affix the following language or similar legend stamped on the face of
28 the writing, or shall otherwise have such language clearly marked:

1 “CONFIDENTIAL/PRODUCED IN LITIGATION PURSUANT TO
2 PROTECTIVE ORDER”.

3 b. For Testimony given in depositions the Designating Party may
4 either: (i) identify on the record, before the close of the deposition, all
5 “Confidential” Testimony, by specifying all portions of the Testimony that qualify
6 as “Confidential”; or (ii) designate the entirety of the Testimony at the deposition as
7 “Confidential” (before the deposition is concluded) with the right to identify more
8 specific portions of the Testimony as to which protection is sought within thirty
9 (30) days following receipt of the deposition transcript. In circumstances where
10 portions of the deposition Testimony are designated for protection, the transcript
11 pages containing “Confidential” Information may be separately bound by the court
12 reporter, who must affix to the top of each page a “Confidential” legend as
13 instructed by the Designating Party.

14 c. For any other tangible items, including, without limitation,
15 compact discs, or DVDs, the Designating Party must affix in a prominent place on
16 the exterior of the container or containers in which the Information or item is stored
17 a legend indicating that the material is Confidential. If only portions of the
18 Information or item warrant protection, upon request and to the extent practicable,
19 the Designating Party shall identify the “Confidential” portions.

20 5. The inadvertent production by any of the undersigned Parties or non-
21 Parties to the Proceeding of any Document, Testimony or Information during
22 discovery in this Proceeding without a “Confidential” designation, shall be without
23 prejudice to any claim that such item is “Confidential” and such Party shall not be
24 held to have waived any rights by such inadvertent production. In the event that
25 any Document, Testimony or Information that is subject to a “Confidential”
26 designation is inadvertently produced without such designation, the Party that
27 inadvertently produced the Document shall give written notice of such inadvertent
28 production within twenty (20) days of discovery of the inadvertent production,

1 together with a further copy of the subject Document, Testimony or Information
2 designated as “Confidential” (the “Inadvertent Production Notice”). Upon receipt
3 of such Inadvertent Production Notice, the Party that received the inadvertently
4 produced Document, Testimony or Information shall promptly destroy the
5 inadvertently produced Document, Testimony or Information and all copies thereof,
6 or, at the expense of the producing Party, return such together with all copies of
7 such Document, Testimony or Information to counsel for the producing Party and
8 shall retain only the “Confidential” designated Materials. Should the receiving
9 Party choose to destroy such inadvertently produced Document, Testimony or
10 Information, the receiving Party shall notify the producing Party in writing of such
11 destruction within ten (10) days of receipt of written notice of the inadvertent
12 production. This provision is not intended to apply to any inadvertent production of
13 any Information protected by attorney-client or work product privileges. In the
14 event that this provision conflicts with any applicable law regarding waiver of
15 confidentiality through the inadvertent production of Documents, Testimony or
16 Information, such law shall govern.

17 6. In the event that counsel for a Party receiving Documents, Testimony
18 or Information in discovery designated as “Confidential” objects to such
19 designation with respect to any or all of such items, said counsel shall advise
20 counsel for the Designating Party, in writing, of such objections, the specific
21 Documents, Testimony or Information to which each objection pertains, and the
22 specific reasons and support for such objections (the “Designation Objections”).
23 Counsel for the Designating Party shall have thirty (30) days from receipt of the
24 written Designation Objections to either (a) agree in writing to de-designate
25 Documents, Testimony or Information pursuant to any or all of the Designation
26 Objections and/or (b) file a motion with the Court seeking to uphold any or all
27 designations on Documents, Testimony or Information addressed by the
28 Designation Objections (the “Designation Motion”). Pending a resolution of the

1 Designation Motion by the Court, any and all existing designations on the
2 Documents, Testimony or Information at issue in such Motion shall remain in place.
3 The Designating Party shall have the burden on any Designation Motion of
4 establishing the applicability of its “Confidential” designation. In the event that the
5 Designation Objections are neither timely agreed to nor timely addressed in the
6 Designation Motion, then such Documents, Testimony or Information shall be de-
7 designated in accordance with the Designation Objections applicable to such
8 material.

9 7. Access to and/or Disclosure of Confidential Materials designated as
10 “Confidential” shall be permitted only to the following persons:

11 a. this Court and any members of its staff to whom it is necessary
12 to disclose the information;

13 b. (i) the named Parties and attorneys of record in the Proceeding
14 and their affiliated attorneys, paralegals, clerical and secretarial staff employed by
15 such attorneys who are actively involved in the Proceeding and are not employees
16 of any Party; and (ii) in-house counsel to the undersigned Parties and the paralegal,
17 clerical and secretarial staff employed by such counsel;

18 c. those officers, directors, partners, members, employees and
19 agents of all non-designating Parties that counsel for such Parties deems necessary
20 to aid counsel in the prosecution and defense of this Proceeding; provided, however,
21 that prior to the Disclosure of Confidential Materials to any such officer, director,
22 partner, member, employee or agent, counsel for the Party making the Disclosure
23 shall deliver a copy of this Stipulation and Protective Order to such person, shall
24 explain that such person is bound to follow the terms of such Order, and shall
25 secure the signature of such person on a statement in the form attached hereto as
26 Exhibit A;

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1 d. court reporters, videographers, and members of their staff used
2 in taking or assembling deposition or trial testimony in this Proceeding (whether at
3 depositions, hearings, or any other proceeding) and any outside independent
4 reproduction firm, or any technical or technology services firm rendering services
5 for a Party in the Proceeding;

6 e. any deposition, trial, non-trial or hearing witness in the
7 Proceeding who previously has had access to the Confidential Materials, or who is
8 currently or was previously an officer, director, partner, member, employee or agent
9 of an entity that has had access to the Confidential Materials;

10 f. any deposition, trial, non-trial or hearing witness in the
11 Proceeding who previously did not have access to the Confidential Materials;
12 provided, however, that each such witness given access to Confidential Materials
13 shall be advised that such Materials are being Disclosed pursuant to, and are subject
14 to, the terms of this Stipulation and Protective Order and that they may not be
15 Disclosed other than pursuant to its terms;

16 g. mock jury participants, provided, however, that prior to the
17 Disclosure of Confidential Materials to any such mock jury participant, counsel for
18 the Party making the Disclosure shall deliver a copy of this Stipulation and
19 Protective Order to such person, shall explain that such person is bound to follow
20 the terms of such Order, and shall secure the signature of such person on a
21 statement in the form attached hereto as Exhibit A;

22 h. outside experts or consultants of any kind consulted by the
23 undersigned Parties or their counsel in connection with the Proceeding, whether or
24 not retained to testify at any oral hearing or trial and to any person expected to
25 testify at trial or at a deposition to the extent that the Confidential Material relates to
26 his/her proposed testimony; provided, however, that prior to the Disclosure of
27 Confidential Materials to any such expert, consultant or witness counsel for the
28 Party making the Disclosure shall deliver a copy of this Stipulation and Protective

1 Order to such person, shall explain its terms to such person, and shall secure the
2 signature of such person on a statement in the form attached hereto as Exhibit A.
3 Before Plaintiffs disclose any Confidential Material to any person identified in this
4 Paragraph who is presently engaged as an employee, agent, or consultant of a
5 Competitor of Defendants with responsibility for any antipsychotic medications
6 (hereinafter referred to as “Competitor”), the procedures in this Paragraph shall be
7 followed to assure that no Confidential Material is disclosed to any Competitor of
8 Defendants. The person to whom the Confidential Material is disclosed shall make
9 a good faith determination as to whether he or she is a Competitor. If the person
10 determines himself or herself to be a Competitor, neither the Confidential Material
11 nor the contents thereof shall be discussed with or disclosed to such person absent
12 an agreement by the parties or order by the Court. Nothing in this provision shall
13 be construed to prohibit Plaintiffs from seeking, or Defendants from opposing, an
14 order from the Court allowing Plaintiffs to reveal Confidential Material to
15 Competitors retained as experts on any grounds. If the person determines himself
16 or herself not to be a Competitor, that person shall execute the Certification Re:
17 Confidential Materials (Exhibit A). Counsel hiring that expert shall retain any such
18 Certifications. If there is any dispute between Parties as to whether a person is a
19 Competitor, any party may seek a ruling from the Court after meeting and
20 conferring with opposing counsel. It shall be the obligation of counsel, upon
21 learning of any breach or threatened breach of this Stipulation and Protective Order
22 by any such expert or expert consultant, to promptly notify counsel for the
23 Designating Party of such breach or threatened breach; and

24 i. any other person that the Designating Party agrees to in writing.

25 8. Confidential Materials shall be used by the persons receiving them
26 only for the purposes of preparing for, conducting, participating in the conduct of,
27 and/or prosecuting and/or defending the Proceeding, and not for any business,
28 competitive or other purpose whatsoever. All persons described in and/or

1 encompassed by this Stipulated Protective Order shall not, under any
2 circumstances, sell, offer for sale, advertise, publicize, publish or use in any manner
3 for competitive purposes any Confidential Material.

4 9. Any Party to the Proceeding (or other person subject to the terms of
5 this Stipulation and Protective Order) may ask the Court, after appropriate notice to
6 the other Parties to the Proceeding, to modify or grant relief from any provision of
7 this Stipulation and Protective Order.

8 10. Entering into, agreeing to, and/or complying with the terms of this
9 Stipulation and Protective Order shall not:

10 a. operate as an admission by any person that any particular
11 Document, Testimony or Information marked “Confidential” contains or reflects
12 trade secrets, proprietary, confidential or competitively sensitive business,
13 commercial, financial or personal information; or

14 b. prejudice in any way the right of any Party (or any other person
15 subject to the terms of this Stipulation and Protective Order): (i) to seek a
16 determination by the Court of whether any particular Confidential Material should
17 be subject to protection as “Confidential” under the terms of this Stipulation and
18 Protective Order; or (ii) to seek relief from the Court on appropriate notice to all
19 other Parties to the Proceeding from any provision(s) of this Stipulation and
20 Protective Order, either generally or as to any particular Document, Material or
21 Information.

22 11. Any Party to the Proceeding who has not executed this Stipulation and
23 Protective Order as of the time it is presented to the Court for signature may
24 thereafter become a Party to this Stipulation and Protective Order by its counsel’s
25 signing and dating a copy thereof and filing the same with the Court, and serving
26 copies of such signed and dated copy upon the other Parties to this Stipulation and
27 Protective Order. Plaintiffs’ counsel shall provide a copy of the Stipulation and
28 Protective Order to all new Parties and add-on Parties. No new Parties or add-on

1 Parties or their counsels will have access to, or be provided with any Confidential
2 Materials until such time that they have executed this Stipulation and Protective
3 Order.

4 12. Any Information that may be produced by a non-Party witness in
5 discovery in the Proceeding pursuant to subpoena or otherwise may be designated
6 by such non-Party as “Confidential” under the terms of this Stipulation and
7 Protective Order, and any such designation by a non-Party shall have the same
8 force and effect, and create the same duties and obligations, as if made by one of
9 the undersigned Parties hereto. Any such designation shall also function as a
10 consent by such producing Party to the authority of the Court in the Proceeding to
11 resolve and conclusively determine any motion or other application made by any
12 person or Party with respect to such designation, or any other matter otherwise
13 arising under this Stipulation and Protective Order.

14 13. If any person subject to this Stipulation and Protective Order who has
15 custody of any Confidential Materials receives a subpoena or other process
16 (“Subpoena”) from any government or other person or entity demanding production
17 of Confidential Materials, the recipient of the Subpoena shall promptly give notice
18 of the same by electronic mail transmission, followed by either express mail or
19 overnight delivery to counsel of record for the Designating Party, and shall furnish
20 such counsel with a copy of the Subpoena. Upon receipt of this notice, the
21 Designating Party may, in its sole discretion and at its own cost, move to quash or
22 limit the Subpoena, otherwise oppose production of the Confidential Materials,
23 and/or seek to obtain confidential treatment of such Confidential Materials from the
24 subpoenaing person or entity to the fullest extent available under law. The recipient
25 of the Subpoena may not produce any Documents, Testimony or Information
26 pursuant to the Subpoena prior to the date specified for production on the Subpoena.

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1 14. Nothing in this Stipulation and Protective Order shall be construed to
2 preclude either Party from asserting in good faith that certain Confidential Materials
3 require additional protection. The Parties shall meet and confer to agree upon the
4 terms of such additional protection.

5 15. If, after execution of this Stipulation and Protective Order, any
6 Confidential Materials submitted by a Designating Party under the terms of this
7 Stipulation and Protective Order is Disclosed by a non-Designating Party to any
8 person other than in the manner authorized by this Stipulation and Protective Order,
9 the non-Designating Party responsible for the Disclosure shall bring all pertinent
10 facts relating to the Disclosure of such Confidential Materials to the immediate
11 attention of the Designating Party. Disclosure of Confidential Material other than
12 in accordance with the terms of this Stipulated Protective Order may subject the
13 disclosing person to such sanctions and remedies as the Court may deem
14 appropriate.

15 16. This Stipulation and Protective Order is entered into without prejudice
16 to the right of any Party to knowingly waive the applicability of this Stipulation and
17 Protective Order to any Confidential Materials designated by that Party. If the
18 Designating Party uses Confidential Materials in a non-Confidential manner, then
19 the Designating Party shall advise that the designation no longer applies.

20 17. Filing Confidential Materials. A Party that seeks to file under seal
21 any Confidential Materials must comply with Civil Local Rule 79-5. The Parties
22 acknowledge that this Stipulation and Protective Order does not entitle them to file
23 Confidential Material under seal. Instead, pursuant to Civil Local Rule 79-5, the
24 Parties must explain the basis for confidentiality of each Document sought to be
25 filed under seal. Because a Party other than the Designating Party will often be
26 seeking to file designated material, cooperation between the Parties in preparing,
27 and in reducing the number and extent of, requests for under seal filings is essential.
28 Specifically, as provided in Civil Local Rule 79.5.2.2(b), at least three days before

1 seeking to file under seal a Document containing information previously designated
2 as Confidential Material pursuant to this Protective Order, the Party seeking to file
3 under seal must confer with the Designating Party as to the Confidential Material in
4 an attempt to eliminate or minimize the need for filing under seal by means of
5 redaction. If a Document, Testimony or Information cannot be suitably redacted by
6 agreement, the Party seeking to file under seal may file an Application pursuant to
7 Civil Local Rule 79.5.2.2(a). If a request to file Confidential Material under seal
8 pursuant to Civil Local Rule 79-5 is denied by the Court, then the Party may file the
9 material in the public record, unless the Designating Party seeks reconsideration
10 within four days of the denial, or as otherwise instructed by the Court. *See* Civil
11 Local Rule 79.5.2.2(b)(i)-(ii).

12 18. The Parties shall meet and confer regarding the procedures for use of
13 Confidential Materials at trial and shall move the Court for entry of an appropriate
14 order.

15 19. Nothing in this Stipulation and Protective Order shall affect the
16 admissibility into evidence of Confidential Materials, or abridge the rights of any
17 person to seek judicial review or to pursue other appropriate judicial action with
18 respect to any ruling made by the Court concerning the issue of the status of
19 Protected Material.

20 20. This Stipulation and Protective Order shall continue to be binding after
21 the conclusion of this Proceeding and all subsequent proceedings arising from this
22 Proceeding, except that a Party may seek the written permission of the Designating
23 Party or may move the Court for relief from the provisions of this Stipulation and
24 Protective Order. To the extent permitted by law, the Court shall retain jurisdiction
25 to enforce, modify, or reconsider this Stipulation and Protective Order, even after
26 the Proceeding is terminated.

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1 21. The terms of the Order shall survive and remain in effect after the
2 termination of the Action. The parties shall take such measures as are necessary
3 and appropriate to prevent the public disclosure of Confidential Discovery Material,
4 through inadvertence or otherwise, after the conclusion of the Action. The Court
5 shall retain jurisdiction over the parties to the Order and any other person bound by
6 the terms of the Order (including non-parties designating Discovery Material as
7 Confidential Discovery Material) to enforce the terms thereof.

8 22. After this Stipulation and Protective Order has been signed by counsel
9 for all Parties, it shall be presented to the Court for entry. Counsel agree to be
10 bound by the terms set forth herein with regard to any Confidential Materials that
11 have been produced before the Court signs this Stipulation and Protective Order.

12 23. The Parties and all signatories to the Certification attached hereto as
13 Exhibit A agree to be bound by this Stipulation and Protective Order pending its
14 approval and entry by the Court. In the event that the Court modifies this
15 Stipulation and Protective Order, or in the event that the Court enters a different
16 Protective Order, the Parties agree to be bound by this Stipulation and Protective
17 Order until such time as the Court may enter such a different Order. It is the Parties'
18 intent to be bound by the terms of this Stipulation and Protective Order pending its
19 entry so as to allow for immediate production of Confidential Materials under the
20 terms herein.

21 24. This Stipulation and Protective Order may be executed in counterparts.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

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3 Dated: August 16, 2017

DRINKER BIDDLE & REATH LLP

4
5 By: /s/ Steven M. Selna

6 Steven M. Selna
Anna Yeung

7 Attorneys for Defendants
8 JANSSEN PHARMACEUTICALS, INC.
and JOHNSON & JOHNSON

9
10
11 Dated: August 18, 2017

12
13 By: /s/ Bryan E. Johnson

14 Kenechi R. Agu
Bryan E. Johnson

15 Attorneys for Plaintiffs
16 VERNON A. THOMPSON, JR., and
17 FLORIA M. GRIFFIN

18 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:**

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21 Dated: August 23, 2017



22 Honorable Alicia G. Rosenberg
23 United States Magistrate Judge
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ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer of this document hereby attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized this filing.

Dated: August 18, 2017

DRINKER BIDDLE & REATH LLP

By: /s/ Steven M. Selna
Steven M. Selna

Attorney for Defendants
JANSSEN PHARMACEUTICALS, INC.
and JOHNSON & JOHNSON

EXHIBIT A

CERTIFICATION RE: CONFIDENTIAL MATERIALS

I hereby acknowledge that I, _____,
am about to receive Confidential Materials supplied in connection with the
Proceeding, **VERNON A. THOMPSON, JR., ET AL. V. JANSSEN
PHARMACEUTICALS, INC., ET. AL. (Case No. 2:16-CV-02628-PSG-AGR)**.
I certify that I understand that the Confidential Materials are provided to me subject
to the terms and restrictions of the Stipulation and Protective Order filed in this
Proceeding. I have been given a copy of the Stipulation and Protective Order; I
have read it, and I agree to be bound by its terms.

I understand that Confidential Materials, as defined in the Stipulation and
Protective Order, including any notes or other records that may be made regarding
any such materials, shall not be Disclosed to anyone except as expressly permitted
by the Stipulation and Protective Order. I will not copy or use, except solely for the
purposes of this Proceeding, any Confidential Materials obtained pursuant to this
Protective Order, except as provided therein or otherwise ordered by the Court in
the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials
provided to me in the Proceeding in a secure manner, and that all copies of such
Materials are to remain in my personal custody until termination of my
participation in this Proceeding, whereupon the copies of such Materials will be
returned to counsel who provided me with such Materials.

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1 I declare under penalty of perjury, under the laws of the State of California,
2 that the foregoing is true and correct. Executed this ____ day of ____, 20__, at
3 _____.

4
5 DATED:

BY:

Signature

Title

Address

City, State, Zip

Telephone Number